4. Same—Proofs of Loss—Waiver—Evidence.—Where the general agent of a fire insurance company was presented with proofs of loss, and did not point out any defects in it, but indicated a purpose to contest the policy for failure to comply with the iron-safe clause, it was sufficient to warrant a finding that there was a waiver or a substantial compliance with the requirements as to proofs of loss.

5. Same—Iron-Safe Clause—Compliance with Clause—Evidence.—Insured, who was a village undertaker, presented to the insurer an inventory, which was accepted as sufficient on the writing of the policy, and thereafter in an ordinary manilla book, which contained the inventory, he entered all sales made by him and kept the same in an iron safe and produced it after the fire. He had made no purchases. He also kept a ledger, in which he made entries of certain business transactions, but which was kept in a desk and lost. It did not appear that such book contained any entry of transactions essential to an understanding of insured's business. Held, that the facts warranted a finding that there had been a substantial compliance with the iron-safe clause.

TERRY et al. *v.* McCLUNG et al.

Nov. 23, 1905.

[52 S. E. 355.]

1. Highways—Establishment—Jurisdiction—Repeal of Statute—Effect on Pending Proceedings.—Under Act Feb. 3, 1888 (Acts 1887-88, p. 68, c. 58), depriving the county court of Highland county of all jurisdiction in road cases and conferring the same on the board of supervisors, and which contains no saving clause providing for the transfer of pending cases to such board, where no final order establishing a road as applied for, and from which an appeal would lie, was made, and while the matter was in fieri and undetermined, said act was passed, the proceedings elapsed with the repeal of the statute under which they were instituted.

2. Same—What Constitutes Road—Width—Statutory Provisions.—Va. Code 1904, p. 2061, § 3878, relating to offenses concerning highways, etc., provides: "In this chapter the word 'road' shall be construed to mean any turnpike, state road, or county road." Section 944a (2), p. 440, Va. Code 1904, authorizing the board of supervisors of any county to appoint viewers to examine and report on the expediency of establishing any new road, etc., provides that every road shall be 30 feet wide and that the grade of no road hereafter located shall exceed four degrees at any one point, unless the said board order a different width or grade. Held, that the authority conferred by the latter section to order a different width in establishing new roads is for the purpose of enabling the tribunal charged with that duty to meet the exigencies of exceptional cases, and must be exercised sub-

ject to the implied limitation that the character of the way as a "road" shall be maintained, and hence the county court had no jurisdiction to establish a bridle way "for horseback travel."

3. Same—Obstruction of Road by Landowners—Injunction.—Where the county authorities had never recognized a proposed route, along which the county court, acting without jurisdiction, had directed the opening of a road "for horseback travel," as a public road, nor made any appropriation for its location, construction, or maintenance, and the proceedings, so far as the public were concerned, had to all intents and purposes been abandoned years before the institution of a suit to enjoin the owners of the lands over which the path passed from obstructing the same, no legal ground for the relief prayed existed.

4. Same—User—Revocable License.—The mere user of a road by the public, for however long a time, will not constitute it a public road, as a mere permission to the public by the owner of land to pass over a road thereon is, without more, to be regarded as a mere license, revocable at pleasure.

[Ed. Note.—For cases in point, see vol. 25, Cent. Dig. Highways, §§ 1, 6, 10.]

5. Dedication—Highway—Acceptance by County Court—Necessity for.—A road dedicated to the public must be accepted by the county court on its records before it can be a public road.

[Ed. Note.—For cases in point, see vol. 15, Cent. Dig. Dedication, §§ 69, 70.]

BRYAN *v.* AUGUSTA PERPETUAL BUILDING & LOAN CO.

Nov. 23, 1905.

[52 S. E. 357.]

1. Adverse Possession—Defects in Title.—Defects in a person's title to land are cured by lapse of time, where he has been in the uninterrupted, honest, and adverse possession of the land under color of title for over 25 years.

2. Building and Loan Association—Usury—Statutory Provisions.—A subscriber for 27 shares of stock of a building association, of the par value of $100 each, borrowed of the association $2,700, secured by the stock and a deed of trust. The subscriber agreed to pay, until the stock was paid up, interest in quarterly installments of $40.50 each and quarterly dues of $225 each. Held, that the contract was not usurious, under acts 1893-94, p. 560, c. 516 [Va. Code 1904, p. 614, § 1180aa], authorizing building associations to fix the bonus at which they will dispose of the money in their treasury and lend to any member to the value of any shares held by him less the bonus.